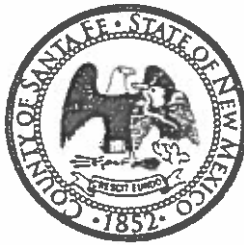


**Henry P. Roybal**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

Memorandum

To: Santa Fe County Board of County Commissioners

From: Robert Griego, Planning Manager *RG*  
Vicki Lucero, Building and Development Manager *VL*  
Rosemary Bailey, Affordable Housing Specialist *RB*

Through: Penny Ellis-Green, Growth Management Director  
Bruce Frederick, Assistant County Attorney

Date: November 10<sup>th</sup> 2015

Subject: Authorization to enter into an Agreement to Rescind Affordable Housing Agreement, Withdraw Application for Preliminary Plat, Final Plat and Development Plan, and Rescission of all County Subdivision Approvals for the Sandstone Pines Estates Subdivision.

---

Issue:

On June 5, 2008, Sandstone Pines entered into an Affordable Housing Agreement for a proposed Subdivision in the Traditional Community of Glorieta. On July 13<sup>th</sup>, 2010, a hearing was held before the Board of County Commissioners in regards to Sandstone Pines application for County approval of the preliminary plat and final plat and development plan for the Subdivision. On October 26, 2010, the Board of County Commissioners entered an Order in Case No. S08-5210 conditionally approving the preliminary plat and final plat and development plan for the Subdivision recorded as Instrument No. 1615186 in the records of the County Clerk. The final plat has not been recorded. The applicant applied for and received a three year extension, but the final plat is currently expired. The applicant may have a right to suspend enforcement of the expiration deadline for the final plat under Resolution No. 2014-129, but has submitted a letter to the Board indicating its intent not to seek suspension. The letter is attached to the proposed agreement. The applicant desire to sell the parcel that was subject to final plat and development plan free of the final plat. If executed, the agreement would render the unrecorded final plat and development plan null and void, and the applicant would not be able to seek any suspension or to reinstate the final plat and development plan. The grounds for the agreement are further explained in its recitals.

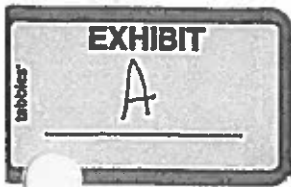
Staff Recommendation:

Staff recommends that the Agreement rescinding the Affordable Housing Agreement and Withdrawal of application for Preliminary Plat, and Final Plat and Development Plan and

Rescission of all County Subdivisions Approvals for the Sandstone Pines Estates Subdivision be approved.

**Attachments:**

- Exhibit A: Agreement to Rescind the Preliminary and Final Subdivision Plat and the Affordable Housing Agreement.
- Exhibit B: Letter from Sandstone Pines Estates requesting formal withdrawal and relinquishing approval of the Preliminary and Final Subdivision Plat and the Affordable Housing Agreement.
- Exhibit C: Santa Fe County Affordable Housing Agreement with Sandstone Pine Estates.
- Exhibit D: Sandstone Pine Subdivision time extension.



**AGREEMENT TO RESCIND AFFORDABLE HOUSING AGREEMENT,  
WITHDRAWAL OF APPLICATIONS FOR PRELIMINARY PLAT,  
FINAL PLAT AND DEVELOPMENT PLAN, AND RESCISSION OF ALL COUNTY  
SUBDIVISION APPROVALS FOR THE SANDSTONE PINES ESTATES SUBDIVISION**

This Agreement, effective as of the last date of signature written below, is made between Santa Fe County ("County"), a political subdivision of the State of New Mexico, and Anasazi MVJV, LLC ("Applicant").

**RECITALS**

A. On June 5, 2008, the Applicant and the County entered into an Affordable Housing Agreement ("Housing Agreement") for the Sandstone Pine Estates ("Subdivision"), a proposed subdivision in the Traditional Community of Glorieta. Section 5 of the Housing Agreement provides:

**Final Plat Recordation.** This Affordable Housing Agreement must be filed and recorded simultaneously with the Final Plat for the [Subdivision] or the phase to which this Agreement relates. Should the Final Plat be filed and recorded without this Affordable Housing Agreement, such filing and recordation shall be null and void and without any legal effect.

B. On July 13, 2010, a hearing was held before the Board of County Commissioners ("Board") on the application for County approval of the preliminary plat, final plat and development plan for the Subdivision.

C. On October 26, 2010, the Board entered an Order in Case No. S 08-5210 conditionally approving the preliminary plat and final plat and development plan for the Subdivision, recorded as Instrument No. 1615186 in the records of the County Clerk.

D. Under Article V, Section 5.3.6(a) of the County Land Development Code ("Code"), preliminary plats for non-phased subdivisions expire within 24 months after being approved by the Board, subject to the subdivider's request for extension up to 36 months.

E. Under Article V, Section 5.4.6 of the County Land Development Code, final plats expire if they are not recorded within 24 months after being approved by the Board approval, subject to the subdivider's request for extension up to 36 months.

F. On February 12, 2013, on Applicant's request, the Board entered an Order extending the deadlines under Sections 5.3.6(a) and 5.4.6 to July 13, 2015, which Order is recorded in the records of the County Clerk as Instrument No. 1696513.

G. On December 13, 2011, the Board passed Ordinance No. 2011-11, authorizing the Board to suspend by resolution enforcement of Section 5.4.6 (among other sections) for up to three years. On the same date, the Board adopted Resolution 2011-193, suspending enforcement

of Section 5.4.6 for two years "*so long as* an order approving the specific suspension for the development in question is approved by the Board." (Emphasis in original.)

H. On October 28, 2014, the Board adopted Resolution No. 2014-129, authorizing the Land Use Administrator to extend suspension of expiration under Section 5.4.6 to December 31, 2016, provided that (among other things) the subdivider first requested an extension under Section 5.4.6 and such extension has expired prior to the request for suspension under Resolution No. 2014-129.

I. As of the effective date of this Agreement, the final plat has not been recorded.

J. The preliminary plat for the Subdivision has expired and the Applicant has not requested suspension of the expiration date of the final plat under Section 5.4.6 pursuant to Resolution No. 2014-129.

K. Applicant no longer intends to build the Subdivision and desires to withdraw its application for County approvals of the final plat and development plan and to terminate the Housing Agreement. Applicant submitted a letter to the County, attached as Exhibit A to this Order, requesting the County to "relinquish approval of the Preliminary & Final Subdivision Plat and the Affordable Housing Contract ...." Applicant stated further that it has "no desire to request any further extension" of the preliminary and final plats. Exhibit A.

L. Applicant desires to sell the parcel that was subject to the final plat and development plan, and will not assign to any person the development rights, if any, associated with the Subdivision.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Recitals above are incorporated into and made a part of this Agreement by reference.

2. Applicant hereby withdraws all applications for County approval of the preliminary plat, final plat and development plan for the Subdivision, and such preliminary plat, final plat and development plan are null and void.

3. The Orders recorded as Instrument Nos. 1615186 and 1696513 in the records of the County Clerk (collectively, "Orders") are hereby rescinded. The Orders are null and void and do not create or convey any rights of any kind in or to the Applicant or any other person.

4. The final plat shall not be recorded in the records of the County Clerk, and any attempted recordation by any person shall have no legal effect whatsoever.

5. The Applicant shall not assign or attempt to assign any right, title or interest in the Subdivision to any person; provided, however, that this provision does not prohibit Applicant from selling the parcel that was formerly subject to the null and void final plat.

6. The expiration date of the final plat under Article V, Section 5.4.6 of the Code shall not be suspended pursuant to Ordinance No. 2011-11, Resolution No. 2014-129, or any other existing or future County ordinance or resolution.

7. The Housing Agreement is hereby rescinded, null and void.

8. This Agreement does not prohibit the Applicant or Applicant's successors in interest from filing a new application to subdivide in the future, which application shall be considered anew by the County without regard or reference to any prior approval associated with the Subdivision.

9. This Agreement shall inure to the benefit of and bind the successors and assigns of the parties to this Agreement.

10. This Agreement sets forth the entire agreement between the parties, and any and all prior agreements, whether oral and written, are integrated into or superseded by this Agreement.

11. In the event of a dispute arising out of or regarding this Agreement, the sole venue shall be in Santa Fe County, New Mexico State District Court, First Judicial District. New Mexico law shall apply.

12. This Agreement may only be amended through a written amendment duly executed by all parties to this Agreement.

13. Only the parties hereto may enforce this Agreement. There are no third-party beneficiaries of this Agreement.

14. The person signing on behalf of the Applicant represents that he or she has express authority from the Applicant to enter into and execute this Agreement on behalf of the Applicant.

SANTA FE COUNTY

By: \_\_\_\_\_  
Robert A. Anaya  
Chair, Board of County Commissioners

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Greg S. Shaffer  
Greg S. Shaffer, Santa Fe County Attorney

Date: 10/28/2015

ANASAZI MVJV, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

State of New Mexico

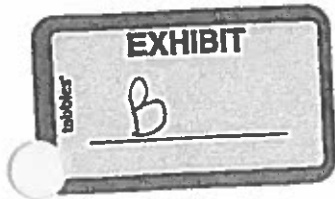
County of Santa Fe

The forgoing instrument was acknowledged before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name) as \_\_\_\_\_ (title) of Anasazi MVJV,  
LLC.

\_\_\_\_\_  
Notarial Officer

(Seal, if any)

My commission expires: \_\_\_\_\_



AnasaziMVJVLLC

P.O.Box 1009

Pecos, NM 87552

10/22/15

Santa Fe County Commissioners

Sandstone Pines Estates/Santa Fe County Affordable Housing

Dear Commissioners, the Sandstone Pines Estates Subdivision, Case NO. S08-5210 approval expired on 7/13/15. We (AnasaziMVJVLLC) are selling this property as 1 parcel and this letter is our formal withdrawal request to relinquish approval of the Preliminary & Final Subdivision Plat and the Affordable Housing Contract that was entered in connection with Anasazi/SandstonePines Estates. We have no desire to request any further extension of the Sandstone Pines Estates Preliminary & Final Subdivision Plat and the Affordable Housing Contract entered in connection with said subdivision that no longer exists.

Your consideration of this request is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Melvin Varela".

Melvin Varela, VP AnasaziMVJVLLC





EXHIBIT

C

SANTA FE COUNTY  
AFFORDABLE HOUSING AGREEMENT  
SANDSTONE PINE ESTATES

This Affordable Housing Agreement (the "Agreement") is entered into as of this 5 day of June, 2008, by and between ANASAZI, MV JV, LLC a New Mexico Limited Liability Company, with its principal place of business at 117-A Paseo Nepal Santa Fe, New Mexico 87507 (the "Applicant"), and Santa Fe County (the "County").

RECITALS

WHEREAS, the Applicant has requested approval of a forty three (43) acre parcel subdivision to be located at the Traditional Community of Glorieta within a Portion of Exception 324 Private Claim 360. Pecos Pueblo Grant Within Section 1 and 2, T. 15N. , R. 11E. N.M.P.M. Within central or northern Santa Fe County (the "Project"); and

WHEREAS, Santa Fe County Ordinance No. 2006-02 ("Ordinance") requires, among other things, the Applicant to provide Affordable Units within the Project and/or comply with the Ordinance through alternative means; and

WHEREAS, the County has adopted the Santa Fe County Affordable Housing Regulations ("Regulations") to implement the Ordinance; and

WHEREAS, pursuant to the Ordinance and Regulations, Applicant submitted an Affordable Housing Plan, which was approved by the Affordable Housing Administrator; and

WHEREAS, Applicant and the County desire to memorialize the Applicant's obligations under the Ordinance and Regulations.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the County and Applicant hereby agree as follows:

1. **Definitions.** All capitalized terms herein have the same meanings given them in the Ordinance and Regulations.
2. **Required Affordable Units and Lots.** Applicant agrees to cause to be built and sold to Eligible Buyers and Entry Market Buyers the following Affordable Units within the Project for the Maximum Target Housing Price indicated:

SFC CLERK RECORDED 06/05/2008

Lot Number (Per Final Plat Attached Hereto as Exhibit A)	Income Range of People to Whom Affordable Unit May be Sold	Affordable Unit Type	Maximum Target Housing Price
Lot 2	Income Range 2	Three Bedroom	\$146,000
Lot 4	Income Range 3	Three Bedroom	\$180,000

All Affordable Units shall meet the minimum structural requirements, minimum bathrooms and floor area, and other requirements set forth in the Regulations. The homes constructed shall include the following:

1. Slab on grade
2. 2 by 6 wood frame construction
3. Vinyl, dual pane windows
4. 2-coat stucco system
5. Forced air heat with gas furnace
6. Pitched Pro-Panel Roofing System
7. Forced air heat with gas furnace
8. 40 gallon water heater
9. Hollow core slab interior doors-insulated steel front entry door
10. Oak flat panel cabinetry
11. laminate countertops
12. Freestanding gas range, dishwasher, hood vent and in-sink disposal
13. Acrylic interior paint
14. Carpet and vinyl flooring (tile optional)
15. 2-Category 5 telephone outlets
16. 2-RG6 CATV outlets

The Maximum Target Home Prices set forth above shall be valid for one year following execution of the Agreement, and shall be adjusted annually thereafter to the then current Maximum Target Home Prices established by the Affordable Housing Administrator.

**3. Development Schedule.** The development schedule for the Project and individual Phases shall be such that the number of constructed Affordable Units bears the same proportion to the number of constructed market units as the total number of required Affordable Units bears to the total number of approved market units. For example, in a 100 parcel subdivision in which 30 units are required to be affordable, three Affordable Units must be constructed for every 10 market units constructed.

**4. Integration of Affordable Units and Affordable Lots in the Project.** The County agrees that the Affordable Units and Lots are integrated into the Project [and individual Phases] as required by the Ordinance and Regulations.

**5. Final Plat Recordation.** This Affordable Housing Agreement must be filed and recorded simultaneously with the Final Plat for the Project or the phase to which this

Agreement relates. Should the Final Plat be filed and recorded without this Affordable Housing Agreement, such filing and recordation shall be null and void and without any legal effect.

**6. Marketing Plan.** In accordance with the Affordable Housing Plan, Applicant agrees to market the Affordable Units in the following manner:

Listings with Homewise, Inc. and The Santa Fe Community Housing Trust Designed to assist First Time Homebuyers. The Developer of this Project will use the next eligible buyers in order at one or both of these non-profit housing agencies to provide these two homes for occupancy.

**7. Incentive.** In consideration of Applicant's obligations hereunder and in accordance with the Ordinance, County has agreed to provide the following incentive to Applicant:

Relief from Development Fees. County agrees to waive all development fees for each Affordably Priced Housing Unit [and Entry Market Housing Unit] to be provided by Applicant hereunder.

**8. Successors, Assigns, and Buyers of Affordable Lots.** Applicant's obligations hereunder shall be binding upon its successors and assigns as well as any developer, contractor, or other third party (other than an Eligible Buyer or Entry Market Buyer) to whom an Affordable Lot identified in Paragraph 2 and in Exhibit A is transferred. Applicant agrees to provide County with ten (10) business days' advance written notice of its intent to transfer an Affordable Lot to someone other than an Eligible Buyer or Entry Market Buyer, such notice to include a copy of the sales contract or other agreement by which such third party shall irrevocably assume Applicant's obligations hereunder with respect to such Affordable Lot. County shall have the right to (i) request further assurances that Applicant's obligations with respect to the Affordable Lot are being assumed by the transferee; (ii) require changes to the portion of the sales contract or other agreement concerning the transferee's assumption of Applicant's obligations; and (iii) attend the closing of the transfer to assure that the sales contract or other agreement whereby the transferee assumes Applicant's obligation is executed.

**9. Closing of Qualified Transactions.**

**A. Notice of Closing: Appraisal.** The Applicant shall give the County at least ten (10) days' advance written notice of the scheduled closing date for a Qualified Transaction. The notice shall include:

1. The name of the Eligible or Entry Market Buyer(s) as well as a copy of their Certification of Eligibility;
2. The date and time of the scheduled closing;
3. The name and location of the title company closing the transaction and the name and telephone number of the closing agent(s).

4. An appraisal of the Affordable Unit being sold, which appraisal shall (i) be prepared by a properly licensed, MAI certified real estate appraiser; (ii) be paid for by the Applicant, unless such appraisal is required by the mortgage lender, in which case it shall be paid for by the lender or the Eligible or Entry Market Buyer; and (ii) have been prepared within the previous 6 months.

B. Recordation of Affordability Mortgage or Lien. At least two (2) business days prior to the date of the scheduled closing, the County shall deliver to the title company (with a copy to the Applicant and the Eligible Buyer) the Affordability Mortgage and Lien along with written instructions to the closing agent concerning the execution, recording, and returning of the Affordability Mortgage and Lien. Any cost associated with the recording and returning of the Affordability Mortgage and Lien shall be borne by the Applicant.

C. Settlement Statement. The Applicant shall cause the title company to transmit, within ten (10) days of the closing of a Qualified Transaction, a copy to the County of the Settlement Statement (HUD 1) for the Qualified Transaction, signed by the seller, purchaser and mortgagee.

10. Remedies. Applicant acknowledges and agrees that, but for this Affordable Housing Agreement, County would not have approved the final plat for the Project or the phase of the Project to which this Affordable Housing Agreement relates. Applicant further acknowledges and agrees (i) that, because the integrated Affordable Units to be provided by Applicant are a public good, no adequate remedy exists at law to remedy Applicant's failure to fulfill its obligations hereunder; and (ii) that it would be inconvenient and nonfeasible for County to accurately measure the value of some of the incentives that Applicant received hereunder; and (iii) an appropriate remedy for Applicant selling Affordable Lots to non-Eligible Buyers or non-Entry Market Buyers, as the case may be, is to pay County the Maximum Target Home Price for those units, so as to enable County to provide affordable housing elsewhere. Accordingly, County shall be entitled to the following remedies for the indicated breaches by Applicant of this Affordable Housing Agreement, which remedies Applicant acknowledges and agrees are fair and reasonable.

A. Selling Homes on Affordable Lots to Non-Eligible Buyers or Non-Entry Market Buyers: In the event Applicant sells homes built on Affordable Lots to someone other than an Eligible Buyer or Entry Market Buyer, County shall be entitled to:

- (i) an injunction halting all construction or development on the Project until such time as Applicant remedies its breach and complies with its obligations hereunder;
- (ii) refuse to grant preliminary or final plat approval for any future phase of the Project;
- (iii) collect all development fees and water connection charges that were waived, pursuant to Paragraph 7(B)-(C) of this Affordable Housing Agreement, for each house on an Affordable Lot Applicant

sold to a non-Eligible Buyer or non-Entry Market Buyer, as the case may be;

(iv) collect the current market price of water rights utilized by the County to provide water to each house on an Affordable Lot that Applicant sold to a non-Eligible Buyer or non-Entry Market Buyer, as the case may be; and/or

(iii) collect as damages the Maximum Target Home Price for each Affordable Unit that Applicant was required to build on the Affordable Lot that it improperly sold to a non-Eligible Buyer or non-Entry Market Buyer, such damages to be paid into the fund or trust established pursuant to Section 18(G) of the Ordinance.

(i) an injunction from a Court of competent jurisdiction requiring Applicant to comply with its energy efficiency obligations;

B. Failure to Timely Build Affordable Units. In the event the Applicant fails to time build Affordable Units, the County shall be entitled to:

(i) an injunction halting all construction or development on the Project until such time as Applicant remedies its breach and complies with its obligations hereunder; and/or

(ii) refuse to grant preliminary or final plat approval for any future phase of the Project.

#### 11. Miscellaneous Provisions

A. If any provision of this Agreement or the application thereof to any person or circumstances is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable.

B. This Agreement shall be construed and enforced in accordance with the Ordinance and Regulations and the Laws of the State of New Mexico.

C. No actions taken by the parties following a breach of any of the terms contained in this Agreement shall be construed to be a waiver of any claim or consent to any succeeding breach of the same or any other term.

D. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

E. This Agreement shall not relieve Applicant from complying with present or future County ordinances, duly adopted resolutions or regulations applicable to the development.

F. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

G. The Applicant is required to provide the County or its designee with documentation demonstrating compliance with the Affordable Housing Agreement.

H. The Applicant agrees to allow the County or its designee the right to inspect the applicant's records and development sites to ensure compliance with the Affordable Housing Agreement, the Affordable Housing Ordinance, and the Regulations.

## 12. Termination

This Agreement shall terminate upon issuing a certificate of compliance with Affordable Housing Agreement in accordance with paragraph 7.5 of the Regulations. The County may terminate this Agreement and impose all requirements waived as incentives in this Agreement in the event of a breach of the Agreement by Applicant.

IN WITNESS WHEREOF, the parties have duly executed this Affordable Housing Agreement as of this 5 day of June, 2008.

APPLICANT:

By: MELVIN VARELA (CANSAZI MUSULCC)  
Its: VICE PRESIDENT

SANTA FE COUNTY

APPROVED AS TO FORM:

[Signature]  
Chairperson  
Board of County Commissioners

[Signature]  
Stephen Ross, County Attorney

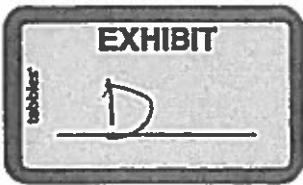
James R. Pacheco  
James R. Pacheco, Santa Fe County  
Housing Division Manager

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss  
HOUSING AGREEMENT  
PAGES: 7  
Hereby Certify That This Instrument Was Filed for  
Record On The 5TH Day Of June, A.D., 2008 at 11:31  
and Was Duly Recorded as Instrument # 1528898  
in The Records Of Santa Fe County



[Signature]  
Valerie Espinoza  
Deputy County Clerk, Santa Fe, NM





**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Virginia Vigil**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

**CASE NO. MIS 08-5211**  
**SANDSTONE PINES SUBDIVISION TIME EXTENSION**  
**ANASAZI MVJV LLC, APPLICANTS,**  
**MELVIN VARELA, VICE PRESIDENT ANASAZI MVJV LLC**

**ORDER**

**THIS MATTER** came before the Board of County Commissioners ("BCC") for hearing on July 10, 2012, on the Application of Anasazi MVJV LLC, (herein after referred to as "the Applicants") for a 36-month time extension of the Preliminary and Final Plat and Development Plan approval of the Sandstone Pines Subdivision. The BCC, having reviewed the Application and supplemental materials, staff reports and having conducted a public hearing, finds that the Application is well-taken and should be granted and makes the following findings of fact and conclusions of law:

1. Article V, Section 5.3.6 of the County Land Development Code states, "An approved or conditionally approved preliminary plat shall expire twenty-four (24) months after its approval or conditional approval. Prior to the expiration of the preliminary plat, the subdivider may request, from the Board, an extension of the preliminary plat for a period of time not exceeding thirty-six (36) months."

2. Article V, Section 5.4.6 of the County Land Development Code states, "An approved or conditionally approved Final Plat, approved after July 1, 1996 shall be recorded

SFC CLERK RECORDED 02/14/2013



within twenty-four (24) months after its approval or conditional approval or the plat shall expire. Upon request by the subdivider, an additional period of no more than thirty-six (36) months may be added to the expiration date by the Board."

3. The Applicants obtained Preliminary and Final Plat and Development Plan approval on July 13, 2010.

4. The Applicants now request a 36-month time extension of the Preliminary and Final Plat and Development Plan approval of the Apache Springs Subdivision which consists of 12 residential lots within a 42.99-acre area.

5. The property is located in Glorieta, North of I-25, South of NM State Road 50 within Sections 1 and 2, Township 15 North, Range 11 East.

6. In support of the Application, the Applicant submitted a letter of request, proof of ownership, and proof of legal lot of record and approved plans.

7. The Applicant states that since the BCC's approval of the Final Development Plan and Plat, due to the slow economy they have not been able to move forward with the subdivision. Their hope is that the economy will improve within the next couple of years and they will be able to put in the infrastructure and finish the subdivision.

8. There was one person from the public who spoke in regards to this Application and he was opposed to the Application.

9. The Application should be approved subject to the following conditions:

A. Compliance with the original Preliminary Plat and Development Plan approval.

B. A pump and water quality test must be conducted prior to actual development of the property.

WHEREFORE, THE BCC HEREBY APPROVES the Application for a 36-month time extension of the approved Preliminary and Final Plat and Development Plan for the Sandstone Pines Subdivision which will now expire on July 13, 2015.

IT IS SO ORDERED:

This Order was approved by the Board of County Commissioners on this 12<sup>th</sup> day of February, 2013.

BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

By: Kathy Holian  
Kathy Holian, Chair

ATTEST:

Geraldine Salazar 2/12/13  
Geraldine Salazar, County Clerk



APPROVED AS TO FORM:

Stephen C. Ross  
Stephen C. Ross, County Attorney



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss BCC ORDER  
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 14TH Day Of February, 2013 at 11:01:02 AM And Was Duly Recorded as Instrument # 1696513 Of The Records Of Santa Fe County

Deputy Marcella Salazar Witness My Hand And Seal Of Office  
Geraldine Salazar  
County Clerk, Santa Fe, NM



